



Award No. 18486
Docket No. SG-18685

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Melvin L. Rosenbloom, Referee

PARTIES TO DISPUTE:

BROTHERHOOD OF RAILROAD SIGNALMEN

SEABOARD COAST LINE RAILROAD COMPANY

STATEMENT OF CLAIM: Claim of the General Committee of the Brotherhood of Railroad Signalmen on the Seaboard Coast Line Railroad Company:

On behalf of Signal Maintainer L. D. Webster, Jr. for one (1) hour overtime account waiting for pay check at Rockmart, Georgia, on December 30, 1968. (Carrier's File: 15-16, 15-57)

EMPLOYEES' STATEMENT OF FACTS: Claimant in this dispute is Signal Maintainer L. D. Webster, Jr., with headquarters at Dallas, Georgia. On December 30, 1968, Mr. Webster was one (1) hour late arriving at his headquarters point at the end of the work day because it was necessary for him to wait until 5:20 P.M. at Rockmart, Georgia to receive his pay check. He requested one hour overtime in accordance with Rule 16 (a) of the Signalmen's Agreement, but Carrier refused payment.

We have copied Rule 16 (a) below for ready reference.

"RULE 16.

(a) Overtime hours following and continuous with regular working period shall be computed on the actual minute basis and paid for at the rate of time and one-half. After sixteen (16) hours of actual service in any twenty-four (24) hour period, all subsequent service shall be paid for at double time rate until relieved. Any rest day or holiday time accruing under this rule to be figured on the same basis as on a regular work day. An employee on double time at the start of his regularly assigned shift may, if possible, be released from the emergency which required his service or other emergency which developed after he was called provided the emergency no longer exists and no other employee is used in connection with the emergency. When so released, he may work his regular shift or the remainder of his regular shift at straight time rate. When not so released, he shall continue on the double time rate until relieved from duty."

The claim was handled in the usual manner, up to and including the highest officer of the Carrier designated to handle such disputes without

to such claim, in view of which there was no basis for changing our decision of June 5th."

OPINION OF BOARD: On May 10, 1968, the Carrier issued a schedule which established pay days for employees in the Claimant's employment group on the 15th and 30th of each month with the exception that, if the pay day falls on a Sunday or Monday-holiday, the pay day will be the following business day, and if it should fall on a Saturday or holiday other than Monday, it will be the preceding business day; the last pay day in February is to be the last day of February. The right and propriety of the Carrier's Treasurer to issue such pay schedule is not questioned by the Employees.

The Employees state that it has been the practice for " * * * many many years * * *" to issue checks to employees during hours when they were under pay, and they contend that the Carrier's schedule of May 10, 1968, constitutes an agreement to pay employees on the dates specified. The Carrier's defense is that there is no rule of agreement which specifies that pay checks must be received at any certain hour on a certain day.

It is noted that the Carrier's pay day schedule had been in existence only about seven and a half months at the time of the alleged violation. This fact, together with our notation above, that there is no contention on the part of the Employees that the issuance of the schedule was improper or not the right of the Carrier, precludes our finding that the schedule constituted an agreement as urged. The Claim will be denied.

FINDINGS: The Third Division of the Adjustment Board, upon the whole record and all the evidence, finds and holds:

That the parties waived oral hearing;

That the Carrier and the Employees involved in this dispute are respectively Carrier and Employees within the meaning of the Railway Labor Act, as approved June 21, 1934;

That this Division of the Adjustment Board has jurisdiction over the dispute involved herein; and

That the Agreement was not violated.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of THIRD DIVISION

ATTEST: E. A. Killeen
Executive Secretary

Dated at Chicago, Illinois, this 31st day of March 1971.

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